

group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law.

If you are a Company employee covered by a group health insurance plan, you have a right to choose this continuation coverage if you lose your group health coverage because of reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by a group health insurance plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following four reasons:

- 1) The death of your spouse;
- 2) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- 3) Divorce or legal separation from your spouse; or
- 4) Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by a group health insurance plan, he or she has the right to continuation coverage if group health coverage is lost for any of the following five reasons:

- 1) The death of a parent;
- 2) A termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with Hire Counsel;
- 3) Parent's divorce or legal separation;
- 4) A parent becomes entitled to Medicare; or
- 5) The dependent child ceases to be a "dependent child" under the Plan.

Under the law, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the date, of the later of the event or the date on which coverage would end under the Plan because of the event. The Company has the responsibility to notify the Plan Administrator of the employee's death, termination, reduction in hours of employment or Medicare entitlement. Similar rights may apply to certain retirees, spouses, and dependent children if your employer commences a bankruptcy proceeding and these individuals lose coverage.

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn notify you within 14 days that you have the right to choose continuation coverage. Under the law, you have 60 days from the date you would lose

coverage because of one of the events described above to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. The new law requires that you will be afforded the opportunity to maintain continuation coverage for three years unless you lost group health coverage because of a termination of employment or reduction in hours. In this case the required continuation coverage period is 18 months. These 18 months may be extended to 36 months from termination of employment if other events (such as a death, divorce, legal separation, or Medicare entitlement) occur during that 18-month period.

The 18 months may be extended to 29 months if an individual is determined to be disabled (for Social Security disability purposes) and the Plan Administrator is notified of that determination within 60 days. The affected individual must also notify the Plan Administrator within 30 days of any final determination that the individual is no longer disabled. In no event will continuation coverage last beyond 3 years from the date of the event that originally made a qualified beneficiary eligible to elect coverage.

However, your continuation coverage may be cut short for any of the following five reasons:

- 1) The Company no longer provides group health coverage to any of its employees;
- 2) The premium for your continuation coverage is not paid on time;
- 3) You become covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition you may have;
- 4) You become entitled to Medicare;
- 5) You extended coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

You do not have to show that you are insurable to choose continuation coverage. Continuation coverage under COBRA, however, is provided subject to your eligibility for coverage; the Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible.

Under the law, you may have to pay all or part of the premium for your continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium. At the end of the 18-month or 3-year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the group health insurance plan.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

If you have any questions about COBRA, please contact the Controller. Also, if you have changed your marital status, or you or your spouse has changed addresses, please notify the Controller as soon as possible. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

305. WORKERS' COMPENSATION INSURANCE

The Company provides a comprehensive workers' compensation insurance program at no cost to employees in accordance with applicable state law. This program covers any injury or illness sustained in the course of employment that requires medical attention by a licensed physician or medical practitioner. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity. Employees who file fraudulent claims will be subject to disciplinary action, up to and including an unpaid suspension or termination of employment.

IV. TIME-OFF, LEAVE, AND OTHER BENEFIT POLICIES

401. BONUS AND HOLIDAY PAY

Bonus or Holiday Pay may be awarded on a case-by-case basis depending on the Contract Professional's billable assignment. Notification of this benefit will be made prior to the project start or during the course of a project should a bonus opportunity arise.

In the event that a Bonus or Holiday payment is made, there may be a payroll cost associated with this payment, and such cost may be deducted from such payment. Payroll costs will be determined by Hire Counsel in its sole discretion.

402. PAID SICK LEAVE

The Company grants paid sick leave to its employees in accordance with applicable state and local laws. Please see the Company's intranet to determine whether you are eligible for paid sick leave.

403. FAMILY AND MEDICAL LEAVE

The Company provides family and medical leave in accordance with the Family and Medical leave Act of 1993, as amended (the "FMLA"). The Company also complies with applicable state laws governing family and medical leave and will provide employees with the benefits of whichever statute provides the greater benefits in a given situation; however, when leave qualifies under both statutes, the leave counts against the employee's entitlement under both the state statute and the Company's policy. The application of this policy, and the procedures and definitions set forth herein, may be modified in accordance with changes in applicable law and regulations.

1. Eligibility

Employees are eligible for FMLA leave if they meet the following criteria:

- Have been employed by the Company for at least 12 months;
- Have completed at least 1,250 hours of service during the 12 month period prior to the commencement of a leave; and
- Work at a facility for the Company that employs at least fifty employees at that facility or within seventy-five miles of that facility.

2. Events That May Entitle an Employee to FMLA Leave

Eligible employees may take up to 12 weeks of job-protected unpaid FMLA leave during any rolling 12-month period for one or more of the reasons listed below. The 12-month period is measured backward from the date you take any family and medical leave. Eligible employees may take up to twenty-six (26) weeks of leave in a single 12-month period to care for an injured service member, as described in the last bullet point below.

Eligible employees may request unpaid leaves of absence for one or more of the following reasons:

- Birth and care of a newborn child or the placement with an employee of a child for adoption or foster care (leave taken for Birth/Placement must be concluded within one year following the child's birth or placement);
- To care for an immediate family member (spouse, child or parent) with a serious health condition;
- To take medical leave due to one's own serious health condition;

- For any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces; or
- When a spouse, parent, child, or other blood relative for whom they are “next of kin” incurs a serious injury or illness on active duty in the Armed Forces. (“serious injury or illness” includes when a member of the Armed Forces is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.)

You may choose to substitute your vacation in order to provide for salary continuation during your otherwise unpaid FMLA leave. In addition, you may be eligible for Company short term disability or state disability benefits during all or part of the 12-week leave period. You should contact your designated Human Resources Representative, the President or Chief Operating Officer to discuss other potential disability benefits.

You may not perform work of any nature on a self-employed basis or for others during a Family/Medical leave.

3. Medical And Other Benefits

During an approved family and medical leave, the Company will maintain your group health benefits as if you had continued to be actively employed, up to a total of 12 weeks in a 12-month period (up to 26 weeks for Injured Service Member leave). If you take more than 12 weeks (26 weeks for Injured Service Member Leave) of approved Family/Medical leave in a 12-month period, then you may elect to continue coverage at your sole expense for the remainder of the Family/Medical leave.

The Company will continue to pay its share of health insurance premiums during an employee’s leave. If paid leave is substituted for unpaid Family/Medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the Company expects you to be responsible for your share of the premium payments. Failure to pay these premiums will result in a lapse in your coverage. In compliance with applicable law, the Company may recover health coverage paid for an employee who fails to return from leave, except, if the employee provides certification establishing that the reason is the continuation, recurrence, or onset of a serious health condition, or some other factor beyond the employee’s control.

4. Intermittent Basis

Some leaves under this policy may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if medically necessary. Leave for the birth and care of a newborn child or the placement with an employee of a child for adoption or foster care may not be taken on an intermittent basis, unless state or local law requires otherwise. You are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt Company operations, subject to the appropriate health care provider’s approval. In addition, if you are taking intermittent or reduced schedule leave

that is foreseeable based on planned medical treatment, the Company may temporarily transfer you to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave.

5. Procedures

- (a) Requesting a Leave: Except where leave is not foreseeable, the employee seeking to take Family/Medical leave must give at least 15 days advance notice to their supervisor. If it is not possible to give 15 days' notice, the employee must provide notice as soon as practicable, generally the same day or the next business day after the employee learns of the need for leave. Absent unusual extenuating circumstances, employees must comply with the Company's usual procedures for requesting leave. Employees must provide sufficient information for the Company to determine if the leave qualifies under the Company's policy and the anticipated timing and duration of the leave. Appropriate documentation may be requested to verify the reasons for the leave. Failure to provide the required notice or documentation may result in the denial of the leave until proper and timely notice and/or information is given by the employee.
- (b) Certification of the Need for Leave: Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be supported by appropriate medical certification. Any request for leave to care for a covered Service Member or for a qualifying exigency must also be supported by appropriate certification. Certification forms should be obtained from your designated Human Resources Representative, the Chief Operating Officer or the President. Completed certification forms must be provided within 15 days after requested, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy, and may result in denial of reemployment upon completion of the leave. Periodic re-certification may be required for medical leave absences which exceed 30 days.
- (c) In all cases of leave for medical reasons, the Company reserves the right to request a second medical opinion from a doctor the Company selects, at the Company's expense. If the first and second opinions differ, the Company may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding.
- (d) Confidentiality: Personal information regarding an employee's leave is treated in strict confidence. Confidentiality is maintained except in situations concerning any work limitations/restrictions or required information for first-aid or safety personnel. In those instances, information will be shared on a "need-to-know" basis, or as otherwise permitted or required by applicable law. In all medical leave cases, an employee's medical information will be treated as a confidential medical record, which will be maintained separately from the employee's human resources file.

- (e) Extension Requests: Requests for an extension of leave beyond this policy and/or State family and medical leave guidelines must be submitted in writing 30 days prior to expiration of the approved leave period. Extension requests will be considered consistent with requirements of any applicable laws and may include consideration of factors such as business necessity.
- (f) Return from Leave: An employee returning from FMLA leave typically will be reinstated to the same or equivalent position upon his/her return to work, subject to any applicable exceptions. An employee will not be entitled to any employment rights or benefits greater than those he/she would have had in the absence of taking such a leave. The Company cannot guarantee that an employee will be returned to his/her original position. A determination whether a highly-compensated employee will be reinstated will be determined on a case-by-case basis as provided under the law. For leaves involving a serious health condition of an employee, medical certification is required verifying the employee's ability to return to work, including any work restrictions, if applicable. Employees failing to provide a fitness for duty certification will not be permitted to resume work until it is provided.
- (g) Failure to Return From Leave: Employees who fail to return from an approved FMLA leave will be considered to have voluntarily resigned or abandoned their position as of the last day of the approved leave, unless they have communicated to their designated Human Resources Representative, the President or Chief Operating Officer the existence of extenuating circumstances.
- (h) Both Spouses Employed By The Company. If both spouses are employed by the Company, they may not take more than 12 weeks of leave in the aggregate for the birth or care of a newborn; for the adoption or foster care placement of a child; or for the care of a parent.
- (i) Benefit Accruals: Benefit accruals such as vacation, sick leave, or holiday benefits will be suspended during unpaid FMLA leave and will resume upon return to active employment.

Any questions regarding the Family and Medical Leave Policy should be directed to your designated Human Resources Representative, the President or Chief Operating Officer.

404. WORKING MOTHER ACCOMMODATION

In consideration to working mothers who may be lactating, the Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. If possible, such break time should be taken during the rest or meal breaks already provided to the employee. The Company will make reasonable efforts to ensure that its clients provide a room or other location for the employee to express milk in private. If you are in need of such an accommodation, please contact your supervisor or your designated Human Resources Representative as soon as possible so that any necessary arrangements can be made. Discrimination of any kind against an employee who chooses to express breast milk in the workplace is prohibited.

405. JURY OR WITNESS DUTY LEAVE

Employees summoned for jury duty or witness duty will be allowed the necessary time off from work to perform their civic responsibility. If you are called for jury or witness duty, you are expected to notify your supervisor as soon as possible and present them with a copy of your summons or jury notification form to verify the length of leave and Jury Duty compensation. The Company complies with all state and local laws governing jury and witness duty leave. You must submit proof of service to your supervisor when your civic duty is completed, and you must return to work. Should business needs dictate, the Company may ask that you request a postponement of jury duty.

406. MILITARY LEAVE POLICY

The Company is committed to protecting the job rights of employees in the uniformed services. The Company grants military duty leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and any applicable state and local laws.

407. RELIGIOUS OBSERVANCE

The Company will make a reasonable effort to adjust work schedules, if necessary, to accommodate your religious observances. This time off will be unpaid unless you use your vacation for this purpose. Unless circumstances make it impossible, you should notify your supervisor in advance of the need to take time off for religious observances. In such instances, the Company will consider granting you the time off, unless doing so will create an undue hardship on the business.

V. TIMEKEEPING/PAYROLL**501. TIME SHEETS**

All contract professionals are required to record their time through Hire Counsel’s online timekeeping system. Hire Counsel will notify you if an alternative timekeeping method should be used. Each employee is responsible for submitting his/her personal timesheet and should be aware of the following:

- Time entry should be completed daily and submitted for approval on the final day of the work week.
- Timely entries are imperative so that your work can be approved for payroll deadlines.
- As an employee of Hire Counsel, you are expected to work with the highest level of professionalism and ethic. The accuracy of your timesheet is of the utmost importance to your employment and it is standard for time records to be audited by your supervisor. Inaccurate time records will delay or hold up your paycheck.
- All time worked must be documented and your time sheet must be approved by your supervisor.
- All unpaid breaks from work must be documented on your time sheet.
- All absences from work must be documented on your time sheet.

- A correctly completed timesheet is required prior to payment of your time worked.
- If a time sheet is submitted incomplete, it will be rejected for correction.
- Any adjustments to your check required by discrepancies will not be processed until the next payroll.
- You are expected to submit time sheets to the Payroll office no later than 12:00 p.m. on the Monday before the pay unless otherwise specified by the Payroll office.
- Employees will be disciplined, up to and including termination of employment, for failing to fill out time sheets, filling out false or incomplete time sheets, and/or filling out or changing time sheets for other employees.

502. PAYDAYS

All employees are paid on a weekly basis every Friday unless otherwise specified in your onboarding documentation. Each payday will include earnings for all work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

503. OVERTIME

The Company complies with the federal Fair Labor Standards Act (“FLSA”) and all applicable state and local laws governing payment of overtime. Depending on your job classification, you may qualify for overtime compensation. Upon placement on your assignment, you will be notified in writing whether overtime is anticipated, and whether you will be eligible for overtime pay based on your job classification.

Non-exempt employees will be compensated at one and one-half times their normal compensation rate for every hour worked that exceeds forty (40) hours in a given work week, unless applicable state or local law requires otherwise. Overtime hours must be specifically authorized by a Hire Counsel supervisor in advance of working such hours. Sick time, vacation time, and holidays are not counted as work hours in the calculation of forty (40) hours necessary to qualify for overtime pay. Compensation for overtime work will be included in an employee’s normal paycheck. Exempt employees are not eligible for overtime pay.

VI. WORK CONDITIONS

601. USE OF PHONE AND MAIL SYSTEMS

All contract professionals must strictly adhere to the client’s policies on phone usage. Mobile devices may or may not be prohibited at the client site due to privacy regulations. The following are general guidelines that you should adhere to:

Personal calls should be made during break periods outside of the work room. Periodically, personal calls must be made or received during work time and those calls should be kept to a minimum so they do not interfere with work productivity. Excessive

personal phone calls may result in disciplinary action, up to and including termination of employment.

The use of Hire Counsel-paid or client-paid postage, UPS and FEDEX accounts for personal correspondence is not permitted

Client and Hire Counsel office phones should be used for work related calls only. To assure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

602. SMOKING

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, the Company's offices and facilities are smoke-free. The Company will not discriminate against any employee who lawfully uses tobacco products off the Company's premises during non-working hours, as long as the employee complies with applicable law and Company policy during the course of employment. Employees with any complaints regarding violations of this policy should report the matter to their Company representative without fear of retaliation.

603. USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Company or client property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

604. SAFETY AND HEALTH

While you are provided with a safe and healthy work environment, you, on your part, are responsible for complying with all safety and health standards, rules and codes that are applicable to your activities on the job. The following are some of the guidelines:

- Guard against the use of unsafe equipment and unsafe work methods in the office and out in the field.
- Report immediately to your supervisor any indications that the environment is not being maintained in a safe and healthful fashion.

- Familiarize yourself with the location of fire extinguishers and fire exits.
- Report all accidents immediately to your supervisor. This is critical in the event secondary effects appear later, for accurate and timely reporting to our insurance company, and filing for Workers' Compensation.
- Limited first-aid supplies are available in the Main office and on site.

605. WORK SCHEDULE

The Company's administrative office hours are generally from 9:00 a.m. to 6:00 p.m., Monday through Friday. Your work schedule will be established prior to beginning your assignment. The work schedule may change during the course of your assignment. It is your responsibility to attend the office or work site during the scheduled work hours. If at any time you are unable to maintain the scheduled work hours, immediately contact your Hire Counsel recruiter to communicate your issue.

Please attempt to schedule any personal appointments before or after work so that they do not interfere with the scheduled work hours.

606. BREAK AND MEAL PERIODS

The Company complies with the federal Fair Labor Standards Act (FLSA) and state law provisions regarding break and meal periods. Please ask your supervisor or Hire Counsel representative what break and meal periods apply to you.

607. PERSONAL CONDUCT AND DRESS CODE

The Company is committed to providing the finest quality of service to our clients and customers and demands the highest standards of professionalism. The success of our business depends on it.

Employees are expected to treat clients, recruiters and fellow employees in a courteous and respectful manner at all times and to meet professional standards both in appearance and conduct.

Contract professionals are expected to follow the dress code policies of whatever work site they are assigned to by Hire Counsel. In the absence of a documented policy for the worksite, you may either dress in professional business attire or professional business casual attire.

Professional Business Attire is a business suit with a shirt, appropriate dress shoes and socks, and ties for Men. For women, it is a suit, dress, or blouse with skirt or slacks.

Professional Business Casual Attire is casual slacks or skirts, sweater sets, pull over shirts. No worn out blue-jeans, sneakers or opened toed sandals are permitted.

VII. EMPLOYEE CONDUCT & DISCIPLINARY ACTION

701. EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Hire Counsel posts Contract Employee Conduct Rules on its employee intranet accessed www.hirecounsel.com via the password assigned to you at the start of your employment (if you require a new password please contact your Hire Counsel Recruiter). In addition to the rules described below, you are reminded that the Contract Employee Conduct Rules should be followed as relates to your work and ongoing relationship with Hire Counsel. You may be given an additional set of rules to follow at a particular client's site.

Discipline may take any or all of the following forms: oral warning; written warning; suspension or discharge at management's discretion. A negative performance evaluation will count as a written warning. The Company has the sole discretion to determine what type of discipline is appropriate. There is no standard series of disciplinary steps the Company must follow. In certain circumstances, the employee's conduct may lead to immediate discharge.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following is a non-exhaustive list of some examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- (a) Malicious or willful destruction or damage to Company property or supplies, or to the property of another employee, customer, or visitor.
- (b) Stealing or removing without permission Company property or property of another employee, customer, or visitor.
- (c) Obtaining your job by lying or giving false or misleading information; falsifying any employment documents or records, including your or a co-worker's time records; and other acts of dishonesty.
- (d) Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property without proper authorization.
- (e) Possession, use, or sale of alcoholic beverages or illegal drugs on Company property, or reporting for duty under the influence of alcohol or illegal drugs.
- (f) Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor.
- (g) Fighting on Company property.

- (h) Harassing, threatening, intimidating, or coercing a supervisor, another employee, visitor, or current or prospective customer.
- (i) Violating the Company's non-discrimination or anti-harassment policy.
- (j) Giving the Company's products away free of charge or at a discount to any person without the Company's express authorization, or in violation of the Company's policies.
- (k) Pleading guilty to or being convicted of any crime other than a minor traffic violation.
- (l) Failure to follow Company procedures for maintaining the confidentiality of the Company's proprietary information.
- (m) Charging any personal expense to a company account.
- (n) Violating the Communications or Computer Security Policy.
- (o) Unsatisfactory job performance.
- (p) Not following an established safety rule.
- (q) Tardiness or excessive absence from work or your work area, including taking too long for lunch and break periods.
- (r) Leaving the Company's premises or your job during working hours without notifying your supervisor and getting permission.
- (s) Horseplay or any other action that is dangerous to others or to Company property, or that disrupts work.
- (t) Smoking in the workplace or in areas where "No Smoking" signs are posted.
- (u) Working unauthorized overtime.
- (v) Use of abusive or vulgar language.
- (w) Carelessness or negligence in doing your job.
- (x) Using Company equipment without permission.
- (y) Possessing or removing Company or employee property, food, or other items without permission.
- (z) Sleeping while on duty.
- (aa) Abuse of sick leave.
- (bb) Excessive personal phone calls or excessive time spent on personal matters.

(cc)Excessive use of paid time off.

702. DRUG-FREE WORKPLACE POLICY

The Company is committed to providing a safe and healthy work environment for its employees. To achieve these goals, the Company has adopted the following rules about the use, possession and sale of drugs and alcohol by its employees. The Company strictly prohibits:

- The use, or being under the influence, of alcohol or an illegal drug, intoxicant, or a nonprescription controlled substance while on the job; and
- Distributing, selling, manufacturing, or purchasing - or attempting to distribute, sell, manufacture, or purchase an illegal drug, intoxicant, supplement, or controlled substance during working hours or while on Company premises or work sites.

An employee who reports for work under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including an unpaid suspension or immediate dismissal. If you are taking any prescription medication that may affect your ability to work, you should notify your supervisor of this possibility, though you should not disclose the specific medication or condition for which it has been prescribed.

The Company may institute and maintain screening practices to identify employees who use illegal drugs or abuse alcohol. It shall be a condition of continued employment for all employees to submit to drug screening:

- for reasonable suspicion
- after an accident
- following substance abuse treatment.

The Company will take all actions necessary to implement this policy fully. These actions may include, but are not limited to, employee assistance services, employee orientation and education, supervisory training and drug testing.

The Company will provide assistance in locating treatment and rehabilitative services to any employee suffering from substance (and/or alcohol) abuse. It remains the responsibility of employees, however, to avail themselves of such assistance, to follow the treatment recommended, and to recognize that simply seeking such assistance does not constitute compliance with the Company's policies or job performance expectations.

703. ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success and will be considered in reviewing your performance. You are expected to report to work regularly and to be ready to perform your assigned duties at the beginning of each work day. Excessive and/or unexcused tardiness or absences will result in disciplinary action, up to and including termination of employment. You are responsible for arriving at work on time unless your absence is excused or permitted under the Company's or Client's vacation, holiday, or other policies.

Please notify your supervisor or your Hire Counsel representative, at least one hour prior to your scheduled start time, in the event that you will be tardy or absent from work. If you are unable to make the initial call yourself, have a family member or friend do it for you. If you are absent for several consecutive days, you must inform your supervisor each day. If you are absent for three or more consecutive workdays without notifying an immediate supervisor, you may be considered to have voluntarily abandoned your job, and you may be terminated from employment.

704. SOLICITATION

In an effort to assure a productive and harmonious work environment, persons not employed by the Company may not solicit or distribute literature in the workplace (including any client's workplace) at any time for any purpose. The Company recognizes that employees may have interests in events and organizations outside the workplace. Employees may not, however, solicit for any purpose during working time or distribute literature for any purpose during working time or in working areas. "Working time" includes the working time of both the employee doing the solicitation or distribution and the employee to whom it is directed. "Working time" means the period scheduled for the performance of job duties, not including mealtimes or break-times or other periods when employees are properly not engaged in performing their work tasks. In addition, the posting of written solicitations on Company bulletin boards is restricted for business use. These bulletin boards display important business information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements

705. COMPUTER SECURITY POLICY

Each employee of the Company is obligated to treat all of the information on the computer system as proprietary and confidential of the Company or its client. No employee may take, remove, and/or cause to be transmitted from the Company or client any information contained on the Company's computer system or its client's computer system. No one is allowed to place any software on the Company's computer system or its client's computer system and/or access the computer system with any computer that has not been screened by the Company's management or client representative. No employee of the Company is authorized to make changes to the operating system for the network, or their individual user. Employees must not delete data, files or documents from the Company's computer system or its client's computer system without prior permission from an authorized Company or client representative. The information concerning the Company's or its client's computer system is an integral part of the working of the Company and its staff or its client, and we ask that each and every employee treat the Company's computer system or its client's computer system with respect and care.

If an employee has any questions regarding the operations of the system, the employee must consult with the I.T. Manager.

The Company reserves the right to request reimbursement for the costs of having a contract professional remedy any unauthorized use of any computer system. All questions on this policy should be directed to your Hire Counsel recruiter.

Any violation of the Company's Computer Policy may subject the employee to disciplinary action, up to and including termination of employment.

706. TELEPHONE AND ELECTRONIC COMMUNICATIONS POLICY

a) E-mail/ Company or its client equipment

The Company or its client provides electronic communications equipment and services, such as telephone, fax, voicemail, e-mail, Internet, computers, and other electronic communication links and data sources provided on site, for mobile access or remotely, so that you can perform tasks related to your job.

The use of any Company or its client software or business equipment, including, but not limited to, facsimiles, computers, the Company's or its client's e-mail system, the Internet, Blackberries or other wireless devices or smartphones, instant messaging systems and copy machines for personal purposes is strictly prohibited except for incidental or very limited use. Excessive personal use of the telephone or any other Company or its client equipment may result in disciplinary action, up to and including termination of employment. The use of Company or its client-paid postage, UPS and FEDEX accounts for personal correspondence is not permitted.

No Expectation of Privacy: All information, data, files, or attachments you create, receive, download, store, transmit, delete, or use while employed by the Company or its client are the Company's or its client's property. You should not have an expectation of privacy when you use any Company or its client equipment, services, software, and facilities. The Company or its client may monitor and investigate the use of any equipment, services, software, or facilities.

Confidentiality: Confidential information must never be disclosed in any social media platform. Personal Identifiable Information of our clients, customers and the company must be protected at all times. Never use confidential or proprietary information of the firm or any client in any on-line media, as sharing this information through unprotected venues or sites can result in a confidentiality breach, leading to potential legal action. In the world of social media breaches of confidentiality can easily occur, therefore, employees should be selective where posting any information that could reasonably be considered to be confidential.

Improper use of Company or its client equipment includes, without limitation:

- Using equipment, services, or facilities for the downloading, viewing, transmission, or communication of images or text consisting of threats to the safety of employees or Company or its client property, ethnic slurs, racial epithets, jokes, hate speech, sexually explicit material, obscenities, or anything else that may be construed as harassing or offensive to others based on an individual's race, color, religion, sex, national origin, citizenship, age,

sexual orientation, gender identity and expression, disability, marital status, veteran status, or any other legally protected category.

- Accessing sites and/or “chat rooms” that feature gambling, pornography, improper jokes, or hate speech.
- “Blogging” about the Company, its customers, its employees, or its client through blogs or microblogs (such as Twitter), use of personal websites or webpages; listservs or mailing lists; social media, social networking or other similar sites (such as Facebook, MySpace, and LinkedIn); audio, photo or video sharing websites (such as YouTube, Google Video, Flickr and Picasa); virtual worlds (such as Second Life); or other user-generated electronic media, unless such activity is directly related to, and necessary, for an employee’s performance of his or her job responsibilities.

b) Social Media

Any personal social media activity should be kept distinct from Company or its clients’ social media activity, and communications using purely personal or non-Company social media sites should be conducted from personal email accounts and personal computers/devices. When in engaging in social media for non-Company related purposes or personal use, an employee may only speak on behalf of the Company with the prior written approval by the President. If ambiguity exists as to whether an employee is speaking on his/her own behalf or on behalf of the Company or its client, the employee should make clear that the views being expressed are his/her own and not necessarily the Company’s or its client’s views, and the employee should ensure that the words posted do not suggest that they are representing the Company’s or its client’s position.

Employees’ postings may not disclose or use the Company’s or its client’s protectable business information, which includes proprietary or trade secret information, trademarks, copyrights, or other intellectual property, without the prior written authorization of the Company or its client. If a member of the news media or blogger contacts you about a posting that concerns the Company’s or its client’s business, employees should refer that person to the President of the Company.

Supervisors should not ask their direct reports to join their personal networks/sites and should not join the personal networks/sites of direct reports (with the exception of the business networking site LinkedIn).

All posts and related activities are subject to the Handbook and other Company policies. Use good judgment and discretion when posting. Employees should always consider the possible consequences of their contributions to social media given that, once posted, contributions may end up virtually anywhere online. Employees should be aware that they may be personally responsible for legal liability arising from or relating to the content of their personal social networking. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Nothing in this policy is intended to prevent an employee from engaging in union organizing activities, discussing his/her wages, hours, benefits, working conditions, or other

terms and conditions of employment or engaging in other actions which are legally protected under the National Labor Relations Act or other applicable state or federal law.

RECEIPT OF EMPLOYEE HANDBOOK ACKNOWLEDGMENT

**Please complete this form and return it to your designated Human Resources Representative, the Chief Operating Officer or President of the Company within 7 days of receipt. Failure to do so will not affect the applicability of the Handbook or any of its provisions to you.*

I have received a copy of the Company's Employee Handbook, and I understand that I am responsible for reading it, familiarizing myself with its contents, and adhering to all of the policies and procedures of the Company, whether set forth in this Handbook or elsewhere. I understand that the information contained in the Handbook represents guidelines only and that the Company reserves the right to modify the Handbook or amend or terminate any policies, procedures or programs at any time.

In consideration of my continued at-will employment by the Company, I will comply with the Handbook and all of the policies of the Company. I have read this Handbook carefully, and I understand that I should contact my supervisor, my designated Human Resources Representative, the Chief Operating Officer or the President of the Company if I have any questions.

I understand that nothing contained in this Handbook, nor the Handbook itself, is considered a contract of employment. In addition, nothing in this Handbook constitutes a guarantee that my employment will continue for any specified period of time. I understand that my employment with the Company is at-will, which means that it can be terminated by me or the Company at any time, with or without notice, for no reason or any reason not otherwise prohibited by law.

I have reviewed the Company's non-discrimination and anti-harassment policies contained in the Handbook, and I agree to abide by their terms.

I understand that a copy of this Employee Acknowledgment will be kept in my personnel file.

NAME: Andrew Delaney
(Print Name of Employee)

DATE: 12/28/2016

SIGNATURE: _____
Digitally signed by Andrew Delaney
Location: andysg@hush.com
12/28/2016 12:21:29 PM -05:00